IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.459 OF 2004
IN
SUMMARY SUIT NO.1326 OF 2003

Cotton International ..Plaintiffs

Vs.

Shri Rajiv Goyal ..Defendants

Mr.Ramesh Dhanuka i/b A.R.Dhanuka for the plaintiffs

Ms.Meenaz Merchant i/b S.K.Pise for the defendants

CORAM : S.U.KAMDAR, J
DATED : 27TH SEPTEMBER, 2005

P.C.:

1. The present suit is filed on bill of exchange dt.1.4.98 for 25 lacs. Execution of bill of exchange is not denied. The learned counsel for the defendants has raised three defences.

2. Firstly it has been contended that the suit is barred by the law of limitation. However, in view of the averments made in para 4 of the plaint that the interest is paid till 4.8.00 I am of the opinion that the suit is within time. Cause of action if any arises after 4.8.00 when the last

interest was paid by the defendant to the plaintiff The period of limitation if computed from 4.8.00 then the suit filed on 31.3.03 is within time.

3. The second contention raised is payment of interest made is in respect of certain other transactions. No such details have been produced before me to show that the said payment is not towards the suit transaction. In absence of any material produced by the defendants the said contention cannot be accepted.

4. The third contention raised is that it is hit by provisions of Bombay Money Lenders Act. The said defence has also no merits. The present suit is filed on friendly loan and therefore the provision of Money Lenders Act are not attracted. In that view of the matter, Summons for Judgment is made absolute. Suit is decreed. Refund of Court Fee as per rules. Suit as as well as Summons for Judgment are disposed of accordingly.